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Title: **Onondaga Community College and Professional Administrators of
Onondaga Community College Federation of Teachers and Administrators (2005)**

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Union: **Professional Administrators of Onondaga Community College Federation
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AGREEMENT BETWEEN

ONONDAGA COMMUNITY COLLEGE

AND

THE PROFESSIONAL ADMINISTRATORS OF
ONONDAGA COMMUNITY COLLEGE
FEDERATION OF TEACHERS AND ADMINISTRATORS

Onondaga Community College

9/1 8/31
2005-2008

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



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AGREEMENT, made this 1st day of September, 2005, by and between

ONONDAGA COMMUNITY COLLEGE (hereinafter referred to as "College") and

**THE PROFESSIONAL ADMINISTRATORS OF ONONDAGA COMMUNITY
COLLEGE FEDERATION OF TEACHERS AND ADMINISTRATORS**

(hereinafter referred to as Professional Administrators and/or
"PA" or "PA of OCCFTA").

PREAMBLE

The College and the Professional Administrators enter into this agreement willingly and with the full optimism that the written agreement of the conditions for administrative employment at the College will be for the distinct benefit of the College operation as a whole. They mutually pledge to work conscientiously within the framework of the agreements herein displayed. It is their goal to allow clarity of rights and responsibilities, and process for the settlement of disagreements and for all to act in the good interests of the continuous and orderly management of the College.

The parties to this agreement do not and will not discriminate in any matter contrary to law with regard to the application of the terms and conditions of this agreement to any member of the Professional Administrators unit.

STATUTORY COMPLIANCE

Section 204 (a) of the Civil Service Law of the State of New York, commonly referred to as the Taylor Law, requires the following paragraph to be included within any labor agreement executed between a public employer and its public employees:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY
PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE
ACTION TO PROMOTE ITS IMPLEMENTATION BY AMENDMENT
OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS
THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE
APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE I – AGREEMENT SCOPE

The College and the PA of OCCFTA acknowledge that during the negotiations which preceded this agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matter and that the understanding and agreements arrived at between the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the College and the PA of OCCFTA agree that during the life of this agreement neither the College nor the

role in the administration of agreements or in personnel administration, (3) who assist and act in a confidential capacity to personnel described in the preceding clauses of this sentence, and (4) the following titles annexed herein and others as mutually agreed by the OCCFTA and the College.

Inclusion or exclusion in the PA unit of new positions created by the College subsequent to the date of this agreement shall be preceded by discussion with the OCCFTA. Any impasse in this area shall be submitted to the Public Employment Relations Board for resolution.

2. Recognition. The College hereby recognizes the OCCFTA as the bargaining representative for the PA positions listed in Appendix 2.
3. No-Strike Provision. The OCCFTA affirms that it does not assert the right to strike or to assist, to participate in any strike, nor to impose an obligation to conduct, assist, participate in any strike, slowdown or work stoppage during the life of this agreement.
4. Membership. Membership in the OCCFTA shall not be a condition of employment and the College agrees that there shall be no discrimination, interference, restraint, or coercion by the College against any employee because of his/her membership and/or his/her activities in OCCFTA business.
5. Payroll Deduction. College will, upon thirty (30) days notice and upon receipt of a written and signed direction from each employee deduct from the wages due such employee in any month the regular dues fixed by the OCCFTA.

As long as permitted by law, the College will deduct an agency shop fee, equal in amount to dues, from the wages of those individuals who are members of the PA unit but who choose not to become OCCFTA members.

The College will remit dues and agency shop fee deductions to the OCCFTA on a regular basis.

The OCCFTA affirms that it has adopted such procedures for refund of agency shop fee deduction as required by Section 208.3 (b) of the New York State Civil Service Law.

6. Indemnification. The OCCFTA shall indemnify, defend, and hold the College, its officers, officials, agents, and employees harmless against any claim, demand, suit or liability (monetary or otherwise), and all legal acts arising from any action taken or not taken by the College, its officials, agents, and employees in complying with this section of the agreement. The OCCFTA shall promptly refund to the College, which shall refund to the employee any funds received in accordance with this agreement which are in excess of the amount of dues or other deductions which the College has

- E. Failure to return to work within ten (10) working days following a paid or unpaid leave of absence.
 - F. Failure to accept a reappointment within one (1) calendar month pursuant to retrenchment. Retrenchment shall be defined as a reduction in staff.
3. Working Conditions. All Professional Administrators covered by this agreement shall be hired for a twelve (12) month probationary period to be understood as part of the job description and clearly stated at the time of first hire. Nine (9) months from the time of first hire, an evaluation of the Professional Administrator's job performance will be conducted. This evaluation will take no more than one (1) calendar month to complete. At that time, a decision will be made to:
- A. Recommend that a term appointment be offered at the conclusion of the evaluation process;
 - B. Recommend termination; or
 - C. Extend probationary period up to six (6) additional months at the conclusion of the evaluation process.

Notification of the above noted action will be forwarded to the employee and the President and Third Vice-President of the OCCFTA.

An extension of the probationary period may be recommended in situations where a complete, accurate appraisal of the new hire's job performance cannot be obtained. The justification and rationale for such an extension will be put into writing to the employee and the President and Third Vice-President of the OCCFTA and will include:

- A. The reason for the extension;
- B. Areas to be focused upon during the extension;
- C. Length of extension;
- D. Date of supplemental evaluation;
- E. Date of final decision regarding recommendation for offering term appointment or termination;
- F. Date of notification to employee and President and Third Vice-President of the OCCFTA of final decision.

Upon completion of satisfactory probationary service, a three (3) year term appointment shall be offered. During this term appointment, dismissal shall be for just cause and subject to the provisions of Article VIII of this agreement.

At the completion of the term appointment, a continuing appointment may be offered. In deciding whether to grant a continuing appointment, written evaluations shall be a factor considered. If an employee disagrees with a written evaluation, the employee can have his /her written comments placed in the file. In the event the College does not offer a continuing appointment at the conclusion of the term appointment, the College's letter denying continuing appointment will include a statement of reason(s)

5. Promotions.

- A. A promotion shall be defined as a permanent appointment to a PA unit position offered to a member of the PA unit of the OCCFTA pursuant to the selection of the employee from among those PA unit employees currently employed at the College.
- B. (i) In the event that an employee other than those serving an acting or interim appointment is offered and accepts a promotion to a position within the PA unit, said employee shall serve a probationary period of one (1) year.

(ii) In the event that an employee serving an acting appointment is promoted to a position within the PA unit, the employee shall serve a probationary period of one (1) year provided that any period of time served in an acting appointment in excess of nine (9) months shall reduce said probationary period on a month -for - month basis; that is reduced by the number of months served in the acting capacity in excess of nine (9) months.
- C. Upon successful completion of the probationary period as set forth above, an employee shall be required to continue in service for that time remaining unserved from their previous position.
- D. The provisions of this Section 5 shall not be applicable to Professional Administrators serving in interim appointment.
- E. A PA unit member on continuing appointment who accepts an acting appointment or promotion to a PA unit position or an appointment to a non-PA unit position shall have the right of reinstatement in the position from which he/she left for up to twelve (12) months from the date the Professional Administrator left his/her position, or until completion of probation, whichever is later.

6. Secondary Employment. Professional Administrators who engage in employment outside the College understand and agree that their employment with the College is of basic and primary importance, that secondary employment shall not interfere or conflict with their employment with the College and that secondary employment shall not inhibit or impede the efficient and effective performance of their job duties, responsibilities or attendance. Professional Administrators engaged in secondary employment shall provide prior written notice thereof to the President.

7. Parking. The College will make every reasonable effort to provide all campus based Professional Administrators covered by this agreement with a parking area for personal vehicles near to the building in which their office is located.

Professional Administrators on a continuing appointment who are notified of their retrenchment, except for reasons of incompetence or misconduct, may apply as an internal candidate to College-wide notices of vacant positions until their appointment terminates.

4. Grant-Funded Appointments. Persons employed by the College under the terms of a grant are considered grant-funded appointments.

The College shall inform the OCCFTA of any positions newly created under the terms of a grant.

If the OCCFTA seeks the position(s) as a PA unit position, then the parties shall determine through negotiations or through PERB whether the position(s) is a PA unit position.

If the position(s) is determined to be a PA unit position, then the terms and conditions of employment stipulated by the current collective bargaining agreement between the College and the PA of OCCFTA shall apply except as provided in the paragraph following.

The College shall not be obligated to continue grant-funded appointees and their positions when outside funding is discontinued notwithstanding Article V of the current collective bargaining agreement between the College and the PA of OCCFTA. The College shall notify the OCCFTA and the grant-funded appointee of the discontinuance of outside funding as soon as possible after the funding source notifies the College that the funding source discontinued grant funding. A PA unit member who holds a term or continuing appointment to a grant-funded position terminated due to the discontinuance of grant funding shall be offered for a period of one (1) year from the date of termination reemployment to an unencumbered PA unit position, should an unencumbered position be available, equivalent in its content, duties, responsibilities, requirements, and obligations to that held by the PA unit member at the time of termination, provided that he/she is presently qualified to perform the work of the position without further training. If the terminated PA unit member accepts the offer, then reemployment shall be for a period not to exceed one (1) year. The terminated PA unit member may, during this one (1) year period, apply as an internal candidate to College-wide notices of vacant positions. In the event a discontinued grant is refunded, a PA unit member who accepts reemployment pursuant to the conditions enumerated in this paragraph shall maintain continuous service as defined by Article IV, 2., B. of this agreement.

In the event two (2) or more appointments to grant-funded positions with the same title are terminated, offers of reemployment, if any, shall be made in seniority order.

Offers of reemployment shall be personally delivered to the excised individual if he/she is still employed by the College. If the individual is not available for personal delivery or if the individual is not still employed by the college, then the offer of

All information and data shared by the contractor shall be provided to the Federation as well as the College.

Develop a complete understanding of the College's areas of exposure with regard to employee/retiree benefits (health and/or dental as appropriate) costs and formulate and propose short term and long term solutions:

Review existing health and dental benefit program and HMO contracts and their associated loss history and formulate and propose recommendations for changes in plan designs, delivery systems, financing alternatives and cost reduction to the College, and other areas, ie: ways to enhance wellness and total well-being, as appropriate;

Manage a competitive marketing process including development of the Request for Proposal documents, drafting performance guarantees, analyzing proposals, summarizing findings, conducting interviews with finalists, and, assisting as necessary in the selection of the successful health/dental benefit plans;

Present, in an understandable format, an evaluation of the results of each competitive solicitation together with a comprehensive financial analysis and recommendations as to coverage terms and conditions, exclusions, and costs of each competitive solicitation.

Assist with the implementation of new plans and vendors, if necessary as a result of the decision by the College and the OCCFTA to change plans/vendors;

Provide evaluation, training, and educational support relative to employee benefits (health and/or dental).

A joint labor management committee specially convened to participate in the review and marketing processes mentioned in the preceding paragraph and contractor shall jointly develop a mutually agreeable calendar of events for the completion of the contractor's work.

The proposals coming out of this joint labor management committee dedicated to health and dental benefits will be recommended by the members of the committees who will ensure in good faith that it is proposed in accordance with the respective parties ratification procedures. Thereafter, if accepted by the College and OCCFTA, they will be implemented as soon as practicable.

PA unit members hired on or after September 1, 2003 are allotted 3 personal leave days to use for the 12 month period following the date of their appointments. Personal leave days are intended to be used for religious observances or for personal business which cannot be conducted during non-working hours. All requests for personal leave shall be made in advance of the date intended and shall be subject to advance approval by the responsible Vice President. However, advance request and approval shall not be required in instances of emergencies that are beyond the control of the Professional Administrator provided that adequate notice is given to the College.

In the event a Professional Administrator hired on or after September 1, 2003 is unable to utilize his/her allotment of personal leave prior to the anniversary date of hire, the President or designee may authorize a conversion of not more than three (3) unused personal leave days to convert to sick leave. This conversion shall take effect with the commencement of the PA unit member's anniversary date of hire, provided that the converted amount of personal leave does not exceed the 165 days provided in Article VI, 2-B (i) of the agreement.

B. Sick Leave.

(i) General Sick Leave. Sick leave credit is earned by full-time employees at the rate of one (1) day for each month of service. No credit for sick leave under this section shall have been deemed earned until the employee has completed three (3) months of consecutive service and unless he/she has been on full pay status for at least fifty percent (50%) of the working days in the calendar month. Fifty percent (50%) of the working days in the calendar month shall not include the days which accumulated sick leave is being used by the employee. Unused sick leave credit shall accumulate to, but not exceed, one hundred sixty-five (165) days.

(ii) Extended Sick Leave With Pay. Employees with five (5) or more years of satisfactory service may, in the case of verified serious and protracted illness, receive additional sick leave with full pay provided that all other leave credits have been exhausted. Such additional sick leave may be granted at the discretion of the President and shall be based on the following:

<u>Time Completed, Active Service</u>	<u>Additional Sick Leave</u>
Five (5) to Ten (10) Years	One (1) Month
Ten (10) to Fifteen (15) Years	Two (2) Months
Fifteen (15) or More Years	Three (3) Months

position of a parent or child, or a close relative who is an actual member of the Professional Administrator's household.

Leave with pay of one (1) working day may be granted to employees in the event of death of other near relatives such as the administrator's aunts, uncles, first cousins, grandparents, and in-laws.

- F. Sabbatical Leave. A Professional Administrator may request sabbatical leave after four (4) consecutive years of service, and upon the favorable recommendation of the President, the Board of Trustees may grant the request. Consecutive years of service shall include all sick leaves. Leaves without pay followed by reinstatement shall not be included, but shall not be considered an interruption of otherwise consecutive service. Such leaves may be used for planned travel, study, formal education, research, writing, and other experience of professional value. Sabbatical leaves shall be granted for one (1) year at one-half ($\frac{1}{2}$) salary or one-half ($\frac{1}{2}$) year at full salary.

Applications for sabbatical leave must be made in writing and delivered to the President's office by October 15, of the fourth or subsequent year for leaves intended to commence the following academic year. The application shall clearly indicate the purpose of the leave and, if for study, the name of the institution at which the study is intended, the identity of the study, the courses to be pursued, their relationship to the applicant's discipline, and its immediate or ultimate value to the College. Applications for purposes other than outlined above shall state in detail their specific educational objective in direct relationship to the applicant's field of endeavor and shall demonstrate the benefit which such leave will bring to the individual and to the College. The selection by the President shall be announced on or before March 15th.

The period of sabbatical leave shall be credited as continuous service for all fringe benefits such as retirement, insurance, and the like, and shall continue in effect during such leave. A Professional Administrator returning from sabbatical leave shall have the right to return with seniority rights to the department which he/she left.

If a Professional Administrator fails to return to Onondaga Community College and complete one (1) full year of service, he/she must repay the full amount of money received while on sabbatical leave.

A Professional Administrator granted sabbatical leave, within three (3) months subsequent to his/her return to the College, shall submit to the President of the College a report detailing the activities, accomplishments, and results of the travel, formal education, research, writing or experience and its practical impact and value to the Professional Administrator and to the College.

professional growth through industrial experience or research, after approval by the President.

- C. Special and Extensions of Leave. The President, at the request of the Professional Administrator, may grant an extension of leave.
- D. Parental Leave. Leave may be granted to any member of the PA of OCCFTA for up to twelve (12) months for the purpose of childbirth and childcare. Such leave shall not be limited so as to exclude paternal childcare, nor shall it exclude care of a child obtained through adoption at the age of five (5) or younger.

All or any portion of leave taken for childcare may be charged to available vacation, holiday, and personal leave. A maximum of ten (10) accrued sick days may also be used. Application for any leave without pay for childcare shall be made to the President and shall not exceed twelve (12) months when combined with a paid portion of such leave.

Employees on childcare leave shall be reinstated at their rank and seniority held at the time of their departure.

Any employee covered by this contract may be asked to provide services on a consultation basis with the College during his/her child care leave, should this prove necessary and/or beneficial to the College and to the employee. The employee's accumulated vacation time would be increased one (1) day for every day worked as a consultant. Should the employee be called in during any unpaid portion of his/her leave, the employee will receive compensation commensurate with the prorated daily rate of his/her annual salary.

- 4. Retirement. Members of the PA unit shall be covered under the New York State Teachers' Retirement System, by the New York State Employees' Retirement System, or by the Teachers' Insurance and Annuity Association of America (TIAA) and its affiliate, the College Retirement Equity Fund (CREF).
- 5. Educational Benefits.
 - A. Tuition waivers may be requested for any employee at Onondaga Community College taking any courses at State University of New York member colleges.
 - B. Professional Administrators, their spouses, and children shall be allowed to take courses at the College for credit or audit, without tuition cost, on a space available basis.
 - C. The benefits under this section shall be subject to College policy and all limitations set forth therein.

8. Benefit Trust Deduction.

The College shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Office of Human Resources for anyone within the PA of OCCFTA. Such signed authorization may be discontinued upon written notice by the employee to the College. The PA of OCCFTA shall provide to the College a list of all participants in this benefit along with a billing for the individual deductions. The College shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Trust and the PA of OCCFTA with a list of all employees from whose salaries such deductions have been made.

The PA of OCCFTA shall indemnify, defend and save the College against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the College for the purpose of complying with this section. The PA of OCCFTA shall promptly refund to the employer any funds received in accordance with this agreement which are in excess of the amount the College has agreed to deduct.

9. Workers' Compensation: Preferred Provider Organization. The College and the PA of OCCFTA agree to participate in the New York State Workers' Compensation Preferred Provider Organization and to execute the Affirmation required for participation in the program.

ARTICLE VII - SALARIES

- A.1. Each returning PA unit member who is on staff on the date the Tentative Agreement was signed by the parties will receive a one and one-half (1.5%) percent raise for 2005 – 06.
- A.2. In the subsequent years of this agreement returning PA unit members will receive the following salaries:
 - a. In 2006 - 07 salary rates will be increased by 3.5% over 05 - 06 rates.
 - b. In 2007 - 08 salary rates will be increased by 3.5% over 06 - 07 rates.
- A.3. The following constitutes salary minimums for grades for PA unit members for the academic years covered by this agreement.

- E. New Hires. Any Professional Administrator hired on or after the date of ratification of this agreement shall be slotted in the appropriate grade for the position he/she is to fill.
- F. Adjunct Compensation. Subject to the prior approval of the President or his/her designee, Professional Administrators may teach between 8:30 a.m. and 4:30 p.m.
- G. A Professional Administrator who performs duties as an adjunct faculty member at the College, subject to the approval of the President, shall be compensated at the set rate effective for regular adjunct faculty members by the College.

ARTICLE VIII - GRIEVANCE PROCEDURE

1. Every employee shall have the right to present his/her grievance through the PA of OCCFTA free from interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented at all stages.

It is the mutual policy of the College and the PA of OCCFTA that all grievances be resolved informally or at the earliest possible stage of the grievance procedure.

2. A grievance shall be defined as a claimed violation, misinterpretation or inequitable application of this agreement, except as excluded herein, by a PA unit member, the PA of OCCFTA itself, or the OCCFTA on behalf of more than one (1) PA unit member similarly situated. The OCCFTA may file at Step 2. of the grievance procedure a grievance filed by the OCCFTA on behalf of more than one (1) PA unit member similarly situated.

All Professional Administrators shall be subject to disciplinary action up to and including dismissal from employment for just cause only. All Professional Administrators shall have the right to contest disciplinary action through the grievance procedure contained herein except as provided below.

All Professional Administrators serving in a probationary period other than a probationary period attendant to and resulting from promotions shall not have right, relief, or access to contest disciplinary action, including dismissal from employment, under the grievance procedure contained herein.

All Professional Administrators serving in the final year of a term appointment who receive written notice of termination or non-renewal of a term appointment shall not have right, relief, or access to contest the action under the grievance procedure contained herein.

3. A. A grievance must be submitted in writing within fifteen (15) working days after the aggrieved becomes aware of the events constituting the alleged grievance.

American Arbitration Association. The parties will thereupon be bound by the Voluntary Labor Arbitration Rules and Procedures. The arbitrator's decision shall be in writing and shall set forth his/her Findings of Fact, his/her Conclusions, and Order, which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or to modify the expressed provisions of this agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by all of the parties.

The College and the Professional Administrators of OCCFTA agree that claimed violations, misinterpretations or inequitable violations of the following provisions shall not be considered grievances pursuant to this agreement and shall not be subject to the grievance procedure specified by Article VIII, 5 herein:

- Article II Management Rights unless in the exercise of said rights, the Board of Trustees, or the College President has violated a specific term or regulation of this provision.
- Article IV Working Conditions, section 3, The termination of a Professional Administrator during the probationary period or the denial of a term appointment.
- Article IV Working Conditions section 3, If a continuing appointment is not offered at the conclusion of the term appointment.
- Article IV Working Conditions, section 4, "Acting/Interim Appointments", The decision of the President to grant, terminate, or otherwise act on probationary periods attendant to acting/interim appointments.
- Article IV Working Conditions, section 5, "Promotions", The decision of the President to grant, terminate, or otherwise act on promotions or to evaluate, terminate, or otherwise act on probationary periods attendant to promotions.
- Article V Continuation/Termination of Contracts, section 1, All provisions except as to timely notice as herein provided (paragraphs A through E).
- Article V Continuation/Termination of Contracts, section 3, "Retrenchment", The decision of the College to retrench.
- Article VI Personnel Policies, section 2, F - "Sabbatical Leave".
- Article VI Personnel Policies, section 3, "Continuing Education" (paragraph A).

will forward the same along with recommendation to any intermediate supervisor, the Professional Administrator, and his/her appropriate Vice President*.

- D. Vice President* Evaluation. An evaluation of the Professional Administrator by the appropriate Vice President* with copies of same going to the Professional Administrator, the immediate Supervisor, and College President. The Evaluation Form (annexed herein as Appendix 4) shall be implemented for use in meeting the Evaluation Procedure specified below in 3.B.(i) for 2006 – 07 (effective July 1, 2007).

3. Procedure:

- A. (i) A job description of each classification within this contract shall be maintained and updated copies shall be provided for incumbents within each position.
- (ii) Prior to the commencement of each contract year, but not later than August 31, each Professional Administrator shall submit an annual plan of achievement to his/her immediate supervisor, consistent with his/her job description and the overall goals of the College.
- (iii) The immediate supervisor of each Professional Administrator shall meet with the Professional Administrator to review the proposed annual plan of achievement. Upon review, the immediate supervisor shall forward the reviewed plan and his/her recommendations and comments to any intermediate supervisors, the Professional Administrator, and appropriate Vice President* by September 15.
- (iv) The appropriate Vice President* shall approve the annual plan of achievement and return it to the Professional Administrator and the immediate supervisor no later than October 1, subject to and upon his/her review, modification, alteration, input, and comments.
- B. (i) Each Professional Administrator (biannually for those on continuing appointment) shall submit a self-evaluation based upon and pursuant to the job description and annual plan of achievement in effect to his/her immediate supervisor with a copy to the appropriate Vice President* no later than July 1.
- (ii) The immediate supervisor of each Professional Administrator, based upon and pursuant to the job description and the annual plan of achievement in effect, shall review with the Professional Administrator the self-evaluation submitted by the Professional Administrator and forward his/her recommendations to any intermediate supervisor, the appropriate Vice President*, and Professional Administrator by July 30.

ARTICLE X - JOB PAY CLASSIFICATION

1. Pay rates are based on a job's pay classification.
2. Any PA unit member who has a discernable and substantial change in job function or responsibilities and who requests a job reevaluation not more than once a year will have his/her job reevaluated to determine its proper pay classification.
3. The job reevaluation will begin with the job analysis questionnaire, which will be completed (a) by the incumbent where he/she has been in the job six (6) months or more, or (b) by the immediate supervisor where an incumbent has been in the job for less than six (6) months or where a vacant position exists.
4. The administration will evaluate the job using the point factors found in the 1988 Price-Waterhouse salary survey, as amended. The reevaluation may include an upward change in salary by change of grade, a change within grade, or no change, whichever is deemed appropriate by the Administration. A change of grade requires a salary no less than the minimum of the new grade as specified in the Minimum Salary Rate for Promotions Schedule. Steps 3 and 4 will be completed within two (2) months from the date the College received the completed job analysis questionnaire.
5. The Professional Administrators of OCCFTA will be copied on all requests for reevaluation of Pay Classification and copied on all reevaluations.
6. Upon request, the Director of Human Resources shall meet with the Third Vice-President of the OCCFTA or his/her designee relative to the reevaluation.
7. If the Professional Administrators of OCCFTA is not satisfied with the salary designated by the administration, then the Professional Administrators of OCCFTA may submit the matter to PERB for mediation/fact-finding.
8. The '88 Price-Waterhouse survey shall be amended only by mutual agreement.

ARTICLE XI - CONTRACT DISTRIBUTION

The College and the Professional Administrators of OCCFTA shall share the cost of the production and distribution of copies of this agreement requested by the Professional Administrators of OCCFTA.

ARTICLE XII – CONFORMITY TO LAW

This agreement and its component provisions are subordinate to any present or future Federal or New York State Laws and Regulations. If any Federal, New York law or regulation, or the final decisions of any Federal or New York State Court or

APPENDIX 1

LEAVE TRANSFER FORMS

REQUEST FOR LEAVE

TO: **President**
 Onondaga Community College

FROM: _____
 Requesting Employee

 Department Name

DATE: _____

Please approve this request for the Leave Transfer Program for the above named employee.

All appropriate accumulated leave time will be depleted on _____.

_____ **Attached is a physician's statement which verifies the employee's inability to perform normal work activities.**

_____ **Attached is a physician's statement which verifies the employee's family member's serious protracted illness.**

_____ **Attached is verification of necessity to be absent from work due to non-medical emergency.**

Leave Request: Approved

Denied

 Signature of College President

cc: **President, Professional Administrators of Onondaga Community College,**
 Federation of Teachers and Administrators

LEAVE TRANSFER AUTHORIZATION DOCUMENT

TO: President
Professional Administrators of Onondaga Community College, Federation of
Teachers and Administrators

FROM: _____
Employee's Name & Department Social Security No.

I would like to donate _____ hours of my accrued annual leave.

My signature below indicates that I understand and agree that:

1. I have a vacation leave balance which is equal to or greater than the amount of leave that I am requesting to donate.
2. The maximum that I can donate is eleven (11) vacation days or equivalent in hours (77) that I will earn in the leave year and I must have accumulated the hours to be donated when the donation occurs.
3. The minimum amount of leave that I can donate is one (1) hour.
4. After my leave donation has been charged against my account, it is irrevocable and cannot be withdrawn.
5. I am receiving no financial or other benefit from this transfer.
6. This Leave Transfer Authorization is voluntary.

Employee's Name (PLEASE PRINT)

Employee's Signature

Witness

Date

~~~~~  
I, \_\_\_\_\_, certify that the above employee has the  
Human Resources Time/Attendance Person

\_\_\_\_\_ hours of accrued annual leave available to donate and that this amount is no more than 77  
hours of his/her leave earnings for this leave year. I have deducted the amount from the donor's  
leave record.

\_\_\_\_\_  
Human Resources Time and Attendance Person

\_\_\_\_\_  
Date

~~~~~  

Human Resources Authorization

Date

LEAVE TRANSFER RETURN TO WORK DOCUMENT

TO: Office of Human Resources

FROM: _____
Administrative Department Head

Department Head

DATE: _____

RE: Employee Name _____

The above named employee will return to work effective _____.

On that date, _____ hours of unused donated leave time will remain. The employee understands that any donated annual leave remaining at the time of his/her return will be restored via transfer to the accounts of leave donors on a pro-rated basis.

Signature of Administrative Department Head

Date

APPENDIX 2

PROFESSIONAL ADMINISTRATOR UNIT POSITIONS

Academic Initiatives, Director of
Academic Services, Assistant to the Associate Vice President of
Academic Services Associate
Admissions, Assistant Director of
Admissions, Associate Director of
Alumni Coordinator
Assistant to Coordinator for Health Services
Athletics, Intramurals and Fitness, Director of
Bursar
Bursar, Assistant
Business, Industry and Economic Development Services, Director of
Campus Facilities, Assistant Directors
Campus Facilities/Operations, Assistant Director
Campus Fire and Safety Coordinator
Center for Educational Opportunity, Assistant Director of
Center for Educational Opportunity, Director of
College for Living, Director of
Communication Systems Administrator
Community Education and Outreach Services, Director of
Computing Support, Coordinator of
Conferences, Seminars and Co-Sponsored Programs, Assistant Director of
Cooperative Education and Placement Services, Director of
Coordinator (TECH PREP Program)
Corporate & Extended Learning, Assistant to Associate Vice President of
Corporate & Public Partnerships, Director of
CSTEP Coordinator (Grant-funded)
Director (TECH PREP Program)
Distance Learning, Assistant Directors of
Distance Learning, Director of
Disability Services Specialists
Enterprise Systems Administrator
Events, Assistant Director of
Extended Learning, Director of
Facilities Project Managers
Facilities, Safety & Support Services, Director of
Financial Aid, Assistant Directors of
Financial Aid, Director of
Financial Services, Assistant Directors of
Grant-Funded Adaptive Technology Adaptive Specialist
Grant-Funded Coordinator/Advocate (PACE)
Grant-Funded Coordinator (Liberty Partnership Program)
Grant-Funded Director (Liberty Partnership Program)

Grant-Funded Program Assistant/Job Developer
 Grant-Funded Program Coordinator
 Grant-Funded Program Coordinator (CSTEP)
 Grant-Funded Small Business Advisors
 Grants Officer
 Graphics Coordinator
 Grounds Maintenance & Automotive/Fleet Services Coordinator
 Health Services, Coordinator of
 HVAC System Coordinator
 Information Systems, Director of
 Information Technology Initiatives, Director of
 International Student Services, Coordinator of
 Internet Systems Specialists
 Learning Disabilities Assistance Program Assistant Coordinator
 Learning Disabilities Assistance Program Coordinator
 Learning Support and Veterans Services, Director of
 Lifelong Learning Coordinator
 Lifelong Learning, Director of
 Manager of Network Computing
 Management Services, Assistant Director of
 Management Services, Director of
 Marketing Communications Coordinator
 Marketing Coordinator
 One Stop Center, Assistant Director of the
 One Stop Center, Director of the
 Physical Plant Coordinator
 Program Assistant/Job Developer
 Program Coordinator/Job Developer
 Public Relations Coordinator
 Public Safety Institute, Director of
 Public Safety Training Center, Director
 Recruiting Specialists
 Recruiting Supervisor
 Registrar
 Registrar, Associate
 Residence Life, Director of
 Senior Advisors, Small Business Development Center
 Server Systems Administrators
 Services for Students with Special Needs, Coordinator of
 Small Business Development Center, Director of
 Software Engineer
 Software Systems Administrators
 Student & Academic Services, Assistant to the Vice President of
 Student Activities, Coordinator of
 Student Certification & Records, Assistant Director of
 Student Certification & Records, Director of

Student Finance, Assistant Directors of
Student Finance, Director of
Student Life, Director of
Student Support Services, Assistant to the Associate Vice President of
Student Support Programs, Director of
Technology Support Manager
Workforce Development and Lean Manufacturing Institute, Director of

APPENDIX 3

PLAN OF ACHIEVEMENT

PLAN OF ACHIEVEMENT-Goals and Planned Skill Development - For Review Period _____

Instructions: Each Professional Administrator shall submit a Plan of Achievement identifying 3 to 5 specific goals, performance standards, and/or professional development goals for the upcoming performance period and list them in the Goals/Performance Standards column. These items may be related to improvement of ongoing responsibilities, professional development goals for the Administrator's career growth, and new responsibilities/projects. Use the optional Priority column to indicate the relative importance of each goal. In the Contributing Factors column, list specific actions plans, interim deadlines, possible constraints, etc. as appropriate.

GOALS/PERFORMANCE STANDARDS	CONTRIBUTING FACTORS	RESOURCES NEEDED	TIMEFRAME/ COMPLETION	CRITERIA FOR SATISFACTORY OUTCOME	(Optional) PRIORITY A (highest) B C (moderate)

This Plan of Achievement is being submitted in accordance with the Professional Administrators contract.

Administrator Signature: _____ Date: _____

Administrator Comments (optional):

Immediate Supervisor – Review and Recommendations as discussed with Administrator:

Immediate Supervisor signature: _____

Date: _____

APPROVAL
OF ASSOCIATE VICE PRESIDENT/VICE PRESIDENT

Signature: _____

Date: _____

Comments:

APPENDIX 4

PERFORMANCE EVALUATION

Performance Evaluation Form for Review Period _____

Employee Name: _____

Position/Title: _____

Department: _____

Supervisor: _____

This Performance Evaluation Form is designed to foster the professional development of each administrator and to aid both the administrator and the College to achieve these mutual objectives: 1) assist the administrator in developing and refining his/her skills and his/her service to the College as an administrator; 2) assist the administrator and his/her supervisor in assessing and evaluating the individual's effectiveness, initiative, and responsibility in meeting the administrator's departmental and College duties; 3) assist the President of the College in determining whether probationary and term appointments have been successfully completed and to afford him/her information so subsequent contracts may be granted. It should be used to summarize and evaluate the administrator's overall performance for the past year, to establish results to be achieved for specific tasks or projects for the next year, and to identify professional development goals to enable the employee to enhance performance in his/her current position or to prepare him/her for future growth.

Each Administrator (biannually for those on continuing appointment) shall submit a self-evaluation to his/her immediate supervisor with a copy to the appropriate AVP/Vice President no later than July 1.

Performance Levels - Use these descriptions/levels when completing Section I (Results Achieved), Section II (Attributes/Competencies), and Section III (Overall Performance).

5 (Exceeds Expectations): Outstanding, results-focused performance that directly contributes to the success of the institution.

3 (Meets Expectations): Consistently meets goals, standards and expectations for the position.

1 (Fails to Meet Expectations): Performance needs further growth and development.

Section I: Results Achieved (For goals established in last review period)

Instructions: In the **Goals/Performance Standards** column, list the 3 to 5 specific performance goals, standards, and/or professional development goals that were established for this review period by the supervisor and the employee. Use the optional **Priority** column to indicate the relative importance of each goal. In the **Results Achieved** column, specify results achieved and to what extent expectations were met. In the **Contributing Factors** column, describe factors that contributed to meeting or not meeting goals/standards, and what barriers were overcome or need to be addressed. (Additional sheets may be used if necessary.)

GOALS/PERFORMANCE STANDARDS	(Optional) PRIORITY A (highest) B C (moderate)	RESULTS ACHIEVED					CONTRIBUTING FACTORS
		5 Exceeds	4	3 Meets	2	1 Fails to meet	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		RESULTS ACHIEVED:					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		RESULTS ACHIEVED:					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		RESULTS ACHIEVED:					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		RESULTS ACHIEVED:					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		RESULTS ACHIEVED:					

OVERALL RESULTS: Indicate the overall accomplishment of above goals/performance standards. Rating should reflect goal priority levels (if used).

☐ 5 (Exceeds expectations)

☐ 4

☐ 3 (Meets expectations)

☐ 2

☐ 1 (Fails to meet expectations)

Section II: Performance Attributes/Competencies

Instructions: Select and comment on the performance level demonstrated by the employee during the review period for the following attributes/competencies. Complete the **Core Attributes/Competencies** for each employee; complete the **Leadership Attributes/Competencies** as appropriate for the responsibilities of the position; you may specify **Additional Attributes/Competencies** as appropriate. In the **Planned Skilled Development** column address plans for either improvement or to develop and reinforce strengths. *(Additional sheets may be used if necessary.)*

PERFORMANCE ATTRIBUTES/COMPETENCIES	5 Exceeds	4	3 Meets	2	1 Fails to meet	PLANNED SKILL DEVELOPMENT
CORE ATTRIBUTES/COMPETENCIES						
<i>The following attributes/competencies describe the manner in which job duties are performed and are essential for all employees in achieving success in their positions. Attribute/Competency descriptions are intended as examples of desirable performance.</i>						
Quality:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Produces work that is complete, accurate, and in an acceptable format; checks accuracy of own work; recognizes and corrects errors; requires little or no supervisory review.	EXAMPLES:					
Productivity and Dependability:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Conscientious, responsible, and reliable with respect to work completion schedules and deadlines, as well as attendance; demonstrates ability to adjust to changing job requirements and/or volume of work; uses resources, including time, effectively and efficiently; learns and uses technology and equipment to improve productivity.	EXAMPLES:					
Service Orientation:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Strives to be welcoming, courteous and helpful; responds to constituent requests in a timely manner; maintains composure when addressing constituent problems or concerns.	EXAMPLES:					
Communication:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Openly exchanges information in a timely manner; knows who to keep informed; listens and understands; uses confidential information with discretion; writes and/or speaks in a clear, concise manner.	EXAMPLES:					
Relationships with Others:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Develops and fosters professional relationships; builds rapport with others; approaches others about sensitive issues in non-threatening ways; listens to and acknowledges other ideas and concerns, even when holding a different opinion; regulates own emotions, thoughts and feelings.	EXAMPLES:					
Valuing Diversity:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstrates commitment to the College's diversity goals; deals effectively with people of all races, nationalities, cultures, abilities, ages, genders, sexual orientations, etc.; demonstrates respect for opinions and beliefs of others.	EXAMPLES:					

PERFORMANCE ATTRIBUTES/COMPETENCIES	5 Exceeds	4	3 Meets	2	1 Fails to meet	PLANNED SKILL DEVELOPMENT
Initiative:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Identifies what needs to be done and takes action; keeps current with new work methods, skills, and technologies related to job/profession; willingly accepts additional assignments; takes appropriate action in face of obstacles; takes ownership for self-development and learning.	EXAMPLES:					
Problem Solving and Judgment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Takes initiative to identify and resolve problems; demonstrates ability to examine problems/issues in new ways; uses logical, systematic approaches to solve problems; reflects on past experiences to solve problems; switches strategies and tactics if the current ones are not working; weighs and evaluates information and selects appropriate alternatives.	EXAMPLES:					
Integrity:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstrates commitment to the College's vision, mission and core values; participates in College service initiatives; takes action consistent with Core Values even when others don't; follows College/department policies, standards and procedures; follows through on commitments and agreements; holds self accountable for mistakes.	EXAMPLES:					

LEADERSHIP ATTRIBUTES/COMPETENCIES

The following additional attributes/competencies are essential for supervisors and for certain other employees (depending upon position requirements) in achieving success in their positions. Attribute/Competency descriptions are intended as examples of desirable performance.

Change Management:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Uses discernment regarding change and embraces change when it is important to do so; enrolls others in the change process; provides resources, removes barriers, and acts as an advocate for those initiating change.	EXAMPLES:					
Goal Setting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstrates understanding of the College's vision, mission, values and strategic plan; helps others translate the College's vision and mission into day-to-day activities and behaviors; ensures that job goals are fully aligned with the College's goals; takes responsibility for developing, communicating, and gaining alignment on broad goals; ensures that resources, time, and attention are allocated in proportion to College priorities.	EXAMPLES:					
Influence:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PERFORMANCE ATTRIBUTES/COMPETENCIES	5 Exceeds	4	3 Meets	2	1 Fails to meet	PLANNED SKILL DEVELOPMENT
non-threatening ways; regulates own emotions, thoughts and feelings.						
Building Teamwork:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Assists the group in effectively using talents and contributions of individuals to meet department goals; provides guidance when the team is off track; champions the team within the organization; promptly recognizes and tackles morale problems.	EXAMPLES:					
Performance Management:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sets challenging, clear, well-defined goals; takes action to accomplish them; monitors progress and gives timely and objective performance feedback; looks for and creates situations that foster development of others.	EXAMPLES:					
Empowerment:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Delegates responsibility to others based on their ability and potential; give others the freedom to have control of their tasks and duties; provides guidance and support for others as they take on new challenges.	EXAMPLES:					
ADDITIONAL ATTRIBUTES/COMPETENCIES (OPTIONAL) <i>List any additional attributes/competencies specific to the position.</i>						
Additional Attributes/Competencies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	EXAMPLES:					

OVERALL ATTRIBUTES/COMPETENCIES LEVEL: Indicate overall competency level:

- ☐ 5 (Exceeds expectations)
 ☐ 4
 ☐ 3 (Meets expectations)
 ☐ 2
 ☐ 1 (Fails to meet expectations)

Section III: Overall Performance Evaluation

Instructions: Consider the performance levels from Sections I and II. Select a level to describe the employee's overall performance throughout the entire review period. Note that the Overall Rating is not necessarily a numerical average of Section I (Results Achieved) and Section II (Performance Attributes/Competencies). Supervisors should use their professional judgment in considering all these factors as they arrive at the Overall Performance Level rating.

OVERALL PERFORMANCE LEVEL:

☐ 5 (Exceeds expectations)

☐ 4

☐ 3 (Meets expectations)

☐ 2

☐ 1 (Fails to meet expectations)

SECTION IV: RECOMMENDATIONS/COMMENTS/SIGNATURES

Immediate Supervisor Recommendations/Comments-forwarded to Intermediate Supervisor and appropriate AVP/VP

Immediate Supervisor Signature: _____

Date: _____

Administrator Comments (optional):

My supervisor has reviewed this document with me. My signature indicates that I have reviewed this appraisal, but does not imply my agreement or disagreement with this appraisal.

Professional Administrator Signature: _____ Date: _____

VP Recommendations to the President:

Vice President Signature: _____ Date: _____

PLAN OF ACHIEVEMENT-Goals and Planned Skill Development - For Review Period _____

Instructions: Each Professional Administrator shall submit a Plan of Achievement identifying 3 to 5 specific goals, performance standards, and/or professional development goals for the upcoming performance period and list them in the **Goals/Performance Standards** column. These items may be related to improvement of ongoing responsibilities, professional development goals for the Administrator's career growth, and new responsibilities/projects. Use the optional **Priority** column to indicate the relative importance of each goal. In the **Contributing Factors** column, list specific actions plans, interim deadlines, possible constraints, etc. as appropriate. Due to immediate supervisor prior to commencement of each contract year, but no later than August 31.

GOALS/PERFORMANCE STANDARDS	CONTRIBUTING FACTORS	RESOURCES NEEDED	TIMEFRAME/COMPLETION	CRITERIA FOR SATISFACTORY OUTCOME	PRIORITY (Optional) A (highest) B C (moderate)
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This Plan of Achievement is being submitted in accordance with the Professional Administrators contract.
 Administrator Signature: _____
 Date: _____

Administrator Comments (optional):

Immediate Supervisor – Review and Recommendations as discussed with Administrator:

Immediate Supervisor signature:

Date:

APPROVAL OF ASSOCIATE VICE PRESIDENT/VICE PRESIDENT

Signature:

Date:

Comments:

APPENDIX 5

LABOR/MANAGEMENT COMMITTEE ON PA EVALUATION PROCESS

Membership:

3 OCCFTA (selected by OCCFTA)
2 College

Charges:

Convene a joint labor/management committee dedicated to reviewing the evaluation procedure specified in Article IX with specific regard to –

- evaluate strengths and/or needs for improvement in the:
 1. utilization of the new Annual Plan of Achievement form,
 2. utilization of the new Evaluation form,
- consider the use of peer review and feedback as part of the evaluation process,
- consider annual evaluations for all PA's,
- consider professional development and opportunities for promotion.

Resources:

Resources may be requested by the Labor/Management committee.

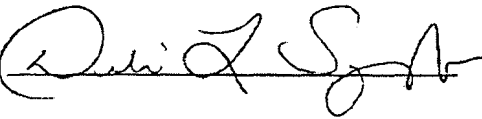
Deliverable: Status report due to OCC President and OCCFTA President by October 31, 2007.

LETTER OF UNDERSTANDING

It is hereby understood and agreed as part of the consideration for the labor contract achieved by Onondaga Community College ("College") and the Association of College Administrators ("ACA"), with a term of September 1, 2000 - August 31, 2005, that the ACA will not file a petition with the New York Public Employment Relations Board ("PERB"), or otherwise seek, to represent the employees of the College who are assigned to the JOBSPlus! Program, EXCEPT THOSE JOBS PLUS POSITIONS LISTED IN APPENDIX 2. However, in the event any other labor organization seeks to represent College employees in the JOBSPlus! Program, it is understood that the ACA may intervene in any representation proceeding before PERB.

FOR THE COLLEGE


By:



Dated: 8-2-02

FOR THE ACA

By:



Dated: 8/1/02

SIDE LETTER OF AGREEMENT

This document will be signed and dated by both parties. It will be printed as part of the benefit package which is to be developed by the administrator of the PA unit's health insurance plan. It is incorporated by reference into the Contract.

Eligibility:

All Professional Administrators become eligible for benefits on a date as determined by this union contract. Benefits are also made available to eligible dependents.

An eligible dependent is your spouse, regardless of age, natural children, or any unmarried child under age 19 in the following situations:

- Natural children
- Any legally adopted child
- Any stepchild who lives in the Professional Administrator's household or for whom the Professional Administrator contributes and provides at least 50 percent to the support of that stepchild.
- Any other child supported by the Professional Administrator and permanently living in the household of which the Professional Administrator or his/her spouse is head, provided such support and residence commenced before such child reached age 19.

The criteria of support will be deemed to have been met if the Professional Administrator contributes at least 50 percent to the support of the dependent, and that dependent qualifies as an exemption on the most recent income tax return filed by the Professional Administrator.

In addition, the Program will cover the following:

1. Any unmarried child 19 years of age or older who is incapable of self support by reason of physical or mental disability as and who became so incapable before reaching age 19.
2. Any unmarried, full-time student who is enrolled in and attending an accredited secondary school or college, and who is 19 years of age or older, but under 25 years of age, who receives at least one-half of his support from the Professional Administrator, and who is not eligible for other employer health benefits.

To be considered full-time, a student must be enrolled in and taking a minimum of 12 credit hours at an institution at which he/she is enrolled in and attending.

In order to obtain benefits for incapacitated dependents or full time students, you will be required to document appropriate certification of this fact to the College. Failure to

provide this information will result in that particular child being removed from the negotiated Health Benefit Plan until proof is provided supporting eligibility under the Benefit Plan.

Enrollment Changes and Updates Including Open Enrollment Period

If you do not complete an enrollment form within 31 days after you become eligible for benefits, your benefits will not become effective until the first day of the month after a ninety (90) day waiting period.

If a change occurs in your family status because of marriage, birth of a child, divorce, or death, contact the Employee Benefits Division or, if you are employed at Onondaga Community College, contact the Office of Human Resources. This must be done within 31 days of the date of change. If you are not enrolled in the Pre-Tax program, failure to do so during this period will mean the new benefits will not become effective until the first day of the third month following your request to change your family status.

If you are enrolled in the Pre-Tax program, and changes in family status are not reported during the stated time frame, application for these changes can only be made during the open enrollment period.

In the case of the dependent who ceases to be eligible, you will be responsible for reimbursement of benefits paid after the date of the event which caused the dependent to lose eligibility.

Failure to notify the College of changes in your family status which would cause a dependent to lose coverage, within a sixty (60) day period, forfeits your right to continuation of benefits by the College under the COBRA law as explained under the COBRA section of your benefits booklet.

Address changes must also be reported.

No person may be eligible for benefits both as an employee and as a dependent or as a dependent of more than one employee.

The benefits described in the coverage booklet will cease on a date as determined by this union contract. Benefits will also cease if you fail to make the required contributions, if any, toward the cost of the plan.

There are certain situations where you can remain eligible for benefits, even though your status changes from that of an active employee, or employment terminates. They are:

1. If you are on an approved leave of absence without pay, you may remain part of the group by making direct payments for benefits to the College.

2. A surviving spouse and dependents enrolled in the Program at the time of an employee's death will be eligible for benefits for ninety (90) days from the date of the employee's death at no cost to the dependents. After that time, if the employee had ten (10) or more years of service, the surviving spouse and dependents can maintain eligibility by making direct premium payments.
3. If any employee dies and either an accidental death benefit is payable by a retirement or pension plan administered by New York State, or death benefits are payable under the Workers' Compensation Law of New York, all dependents enrolled at the time of the employee's death may then continue benefits by making direct payments.
4. If an employee submits satisfactory proof of total disability, has been disabled for at least ninety (90) consecutive calendar days, and has made all required payments during time off the payroll, waiver of required contributions will then be allowed for a period of one (1) year, while the employee remains totally disabled.
5. A retiree may remain part of the group by making required contribution and meeting the requirements of:
 - A. At least age 55 and have 10 years of College service OR:
 - B. Have 5 years of College service and are eligible to receive a retirement benefit through NYSERS at the time of separation OR:
 - C. At least age 55 and have 5 years of College service and are eligible to receive a retirement benefit under TIAA-CREF.

The Benefit Program for employees in the above situations may be modified as per Contract.

Open Enrollment Period

Each year employees will be given an opportunity to assess their health benefits package. This may be done during the open enrollment period.

During this time you will be allowed to decide benefit options offered by Onondaga County. Application for changes between the negotiated Benefit Plan and available Health Maintenance Organization must be made during this period. This open enrollment also allows active employees who participate in the pre-tax contributions to change their options.

COBRA

On April 7, 1986, a new Federal law was enacted (Public Law 99-272, Title X) requiring that most employers sponsoring health and dental benefit programs offer employees and their families the opportunity for a temporary extension of health benefits (called "Continuation of Benefits") at applicable premium equivalents in certain instances where benefits under the Program would otherwise end.

If you are an employee in this Health Benefit Program, you have a right to choose this continuation of benefits if you lose your health benefits because of reduction in your hours of employment, or the termination of your employment (for reasons other than gross misconduct).

Your spouse, who is enrolled in the program, has the right to choose continuation of benefits for him/her if benefits are lost for any of the following reasons:

1. The death of spouse (who is the employee).
2. Termination of the spouse's employment (for reasons other than gross misconduct) or reduction in the spouse's hours of employment (which results in loss of benefits).
3. Divorce or legal separation from the spouse.

In the case of a dependent child who is enrolled in the Program, he or she has the right to continuation of benefits, if benefits are lost for any of the following reasons:

1. The death of the parent who is the employee under this Program.
2. The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment which causes that parent to lose benefits under this Program.
3. Parents divorce or legal separation.
4. The dependent child ceases to meet the definition of a dependent child under this Program.

It is your responsibility to inform the College of any situation, such as divorce, legal separation, or a child losing dependent status. When the College is notified that one of these events has happened, the College will in turn notify you that you have the right to choose continuation of benefits. You have at least sixty (60) days from the date you would lose benefits because of one of the events described above, to inform the County that you want continuation of benefits.

If you do not choose continuation of benefits, your health benefits will end.

In order for your benefits to continue, you must provide a contribution toward the cost of the benefits. This cost will be equal to the full cost of the plan for active employees plus 2%.

Forms for the election of continued benefits will be sent by the College.

The period for which benefits may be continued varies depending on the circumstances. In general, benefits may be continued for:

- 18 months for terminated employees and their family members, or employees working reduced hours and their family members
- 36 months for certain eligible dependents.

However, your continuation of benefits may be terminated for any of the following five (5) reasons:

1. Your employer no longer provides health benefits for any of its employees.
2. You do not pay the premium on time for your continuation of benefits.
3. You become eligible to be covered under another health benefit program.
4. You become eligible for Medicare.
5. You extended coverage for up to twenty-nine (29) months due to your disability and there has been a final determination that you are no longer disabled.

Coordination of Benefits

An employee, or eligible dependent covered under the negotiated Benefit Plan, may also be eligible for medical services under another health benefit program.

The purpose of Coordination of Benefits is to prevent the payment of duplicate benefits, and assure that no more than the full amount of the bills be paid by both benefit plans together.

One plan is considered the primary payer, and must pay its full benefits first. The other plan, the secondary payer, will consider what has been paid by the primary payer and will make its payment up to the maximum allowed by that payer. In no case will the payments of the two payers total more than 100 percent of what was charged for medical services.

If you or any of our dependents are enrolled in two or more health benefit programs, the following instructions should be followed when submitting claims:

1. If the claims are for a dependent husband or wife, submit claims to the dependent's health benefit program first. Any balance remaining can then be submitted for consideration through the negotiated Benefit Plan, if you have family benefits.
2. If claims are for dependent children, and both parents have health insurance for which the children are enrolled, then **the parent whose birthday occurs earlier in the calendar year is the primary payer, and claims should be submitted to that program first.**
3. Where the parents are divorced or separated and claims are for dependent children:

- A. When a court decree has established financial responsibility for the children with one parent, claims must then be submitted to that parent's health benefit program first.
- B. Where no court decree is present, the parent who has custody of the children should then submit claims first to his/her health benefit program.

If none of the above apply, then the plan under which the parent has been enrolled the longest will be primary.

The College has the right to recovery for payment of services or supplies for which the employee or dependent receives payment or is reimbursed as a result of legal action or settlement. However, recovery will not be made if settlement is from an insurance carrier under an individual policy issued to the employee or dependent.

Employees Age 65 and Older


If you are age 65 or over, working full time, and on Medicare, the negotiated Benefit Plan is your primary carrier and Medicare is secondary. After retirement, Medicare is primary.

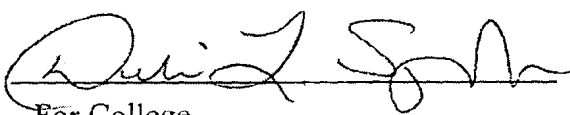
For the Medicare Eligible

A retired employee, eligible employee dependent or disabled enrollee who becomes eligible for Medicare will continue to qualify for benefits under the negotiated Benefit Plan. However, the benefits provided through the negotiated Benefits Plan will be reduced by the amounts payable by Medicare.

You should apply to Social Security for enrollment in Medicare at least three (3) months before you or your eligible spouse becomes 65. It is important that you enroll for both Part A and Part B of Medicare in a timely manner, as failure to do so may result in a higher cost for Part B coverage, as well as a delay in the date your Medicare Part B coverage becomes effective. Additionally, if you are eligible for Part A or Part B Medicare, whether you enroll or not, the benefits payable under the Onondaga County Employee Benefit Plan will be reduced by the benefits you have received, or would have received under Medicare.

The Social Security Administration will make available to you a detailed brochure concerning the coverage provided under Medicare. All you need to do is request this from any local Social Security Administration office.



For ACA


For College

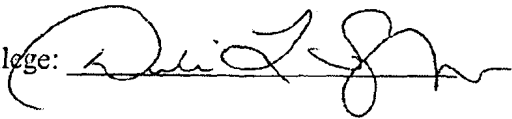
MEMORANDUM OF AGREEMENT

Onondaga Community College and the Association of College Administrators of Onondaga Community College agree to the following:

All bargaining unit members on the payroll as of 9/1/96 are and will continue to be eligible for vacation day accumulation as per the 1993 - 1996 collective bargaining agreement (refer to Appendix A).

Association: 

Date: 8/1/02

College: 

Date: 8-2-02

